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August 20, 2014

VIA ELECTRONIC FILING

Ms. Jocelyn Boyd Chief Clerk & Administrator Public Service Commission of South Carolina Synergy Business Park, Saluda Building 101 Executive Center Drive, Suite 100 Columbia, SC 29210

Re: Plantation Moving & Storage, Inc.

Docket No. 2014-289-T

Dear Ms. Boyd:

Enclosed for filing please find Plantation Moving & Storage, Inc.'s proposed South Carolina Household Goods Tariff and sample Bill of Lading in the above-referenced docket. By copy of this letter we are serving the same on the parties of record. Should you need any other information, please let me know.

Very truly yours,

ROBINSON, McFadden & Moore, P.C.

Bonnie D. Shealy

BDS/tch Enclosures

cc/enc: Andrew M. Bateman, Esquire (via email & U.S. Mail)

Jeffrey M. Nelson, Esquire (via email & U.S. Mail)

Ms. Jessica Hodges (via email)

PLANTATION MOVING & STORAGE, INC.

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

Date Proposed: July 2, 2014 Upon approval

Effective Date:

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by PLANTATION MOVING & STORAGE, INC. These services are furnished between points and places in the state of South Carolina.

Date Proposed: July 2, 2014

Upon approval Effective Date:

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the PLANTATION MOVING & STORAGE, INC. office location, and includes the movers estimate return time to the office location.

| Number of Movers | Hourly Rate | | |
|-----------------------|--------------------|--|--|
| Two Men and a Truck | \$95.00 | | |
| Three Men and a Truck | \$120.00 | | |
| Four Men and a Truck | \$160.00 | | |
| Five Men and a Truck | \$200.00 | | |
| Each Additional Man | \$40.00 | | |

1.2 Office Hours / Minimum Hourly Charges:

PLANTATION MOVING & STORAGE, INC. will operate Monday – Saturday, 9:00~am - 5:00~pm and closed Sunday

| Monday- Friday | Two-Hour Minimum Charge |
|-----------------------------|----------------------------|
| Saturday- Sunday | Two-Hour Minimum Charge |
| Recognized Federal Holidays | Three- Hour Minimum Charge |

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, PLANTATION MOVING & STORAGE, INC. will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

Date Proposed: July 2, 2014 Effective Date: Upon approval

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for bulky items.

2.2 Elevator or Stair Carry

PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for elevator or stair carry.

2.3 Excessive Distance or Long Carry Charges

PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

- **2.5.1** PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.
- **2.5.2** PLANTATION MOVING & STORAGE, INC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. PLANTATION MOVING & STORAGE, INC. reserves the right to decline any moves consisting of extremely large or fragile items.

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2.6 Piano Charges

PLANTATION MOVING & STORAGE, INC. will move pianos at no additional charge.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of PLANTATION MOVING & STORAGE, INC.

Date Proposed: July 2, 2014 Effective Date: Upon approval

3.0 **RULES AND REGULATIONS**

3.1 **Claims**

- **3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- **3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of PLANTATION MOVING & STORAGE, INC. must be given the move. reasonable opportunity to inspect damaged items.
- 3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, PLANTATION MOVING & STORAGE, INC. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify PLANTATION MOVING & STORAGE, INC. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 **Computing Charges**

PLANTATION MOVING & STORAGE, INC. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 **Governing Publications**

PLANTATION MOVING & STORAGE, INC. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

Items of Particular Value 3.4

PLANTATION MOVING & STORAGE, INC. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of

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extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. PLANTATION MOVING & STORAGE, INC. will not accept responsibility for safe delivery of such articles if they come into PLANTATION MOVING & STORAGE, INC's possession with or without PLANTATION MOVING & STORAGE, INC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of PLANTATION MOVING & STORAGE, INC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 **Delays**

PLANTATION MOVING & STORAGE, INC. shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

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4.0 PROMOTIONS

PLANTATION MOVING & STORAGE, INC. shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

No promotions.

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UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

| VEHICLE NO. | |
|----------------|--|
| | |
| | |

| CONNECTING OR CARRIER (IF ANY) | INTERLINING | | | | ADDRESS | | | PHONE | |
|--|--|--|---|--|---|---|---|---|---|
| RECEIVED, subject to classifications, tariffs, rules and regulations including all terms printed or | | | or stamped he | stamped hereon or on the reverse side hereof in effect on the date of issue of this bill of lading CONSIGNED TO | | | | | |
| SHIPPERDATE | | | | ADDRESS | | | | | |
| FLOOR | ELEV | | _TEL | | FLOOR | ELEV | | TEL | |
| CITY | | COUNTY_ | STATE | HADANTER | CITY | T AGDE | COUNTY _ | ST | ATE |
| ACTUAL PIC | CKUP DATE | AGREED PICK or period of I | ime G | IUAHAN LEEL KAPAN | | 4 4 | | | |
| | | (if applicable) | K PASA N | (if ap | plicable) | Daily Allowance | (if applicable) | (tr ap | plicable) |
| | | ON OF CHARGE | S | Tariff | | | Gross | GINAL | REWEIGH |
| (C.O.D. SHIPPERS OF | JESTS NOTIFICATION | PARTY SHOWN | BELOW [] | I waive weigh or | my right to obser f this shipment. | rve the re- | Tare | | |
| NOTIFY | | | | | | Net | | | |
| IN CASE OF DELA | AY, OR IF CHARGES EX | TEL. CEED ESTIMATE BY | MORE THAN 10% | Signatu | e SERVICES (AS | Date APPLICABL | | | CHARGES |
| NOTIFY | | | | Transport | ation FROM | | то | | |
| ADDRESSTEL. | | | Origin/Destination Fee | | | | | | |
| Payment in Cash or Certifled Check, Money Order, Traveler's Check or Cashier's Check BILLING INFORMATION | | | Fuel Surcharge Containers, Packing & Unpacking | | | | | | |
| NAME | | | | | n-Transit at Location | | | | |
| ADDRESS | | | | <u> </u> | | ate In | Date Out | | <u> </u> |
| CITY & STATE | | | | | p and Delivery cups or Deliveries I | No. | at | | |
| ATTENTION OF | | | | | or, Special Service | | | | |
| may be inspected | d at carrier's facility, or | r, on request, carrier v | of the bill of lading and vill furnish a copy of any | Bulky Arti | cles | | | | |
| tariff provision co | intaining carrier's rates | s, rules or charges go | verning the shipment. | | Weight Additives Charges | | | | |
| | SERVICE ORDERE | D BY | | Shuttle S | | | | | |
| | ELIVERED ON OR I | | CU. FT. VEHICLE | | age/Mini-Warehous | | Deliveries | | |
| C EXCLUSIVE | USE OF A | CU. FT. VEH | IICLE ORDERED | | Pickups or Deliver ditional Services | ies | | | - |
| SPACE RES | SERVATION | CU. FT. 0 | RDERED | Outer Add | AUTHER CIGINICAS | | | | |
| | | FUL | AND CUSTOM CONT | | | | | | |
| NOTE: For shipment property to the cust | ts with origin/destination tomer by carrier. The sale | In California; Customer price of the containers | agrees that title to all packir and container material is \$ | ng materials a | nd other property sold This sale price is inc | to customer pas cluded in the tota | ses to customer prior to the tra I packing service charge. | insportation of such |] |
| FULL SERVICE | | | CONTAINERS & PAC | KING \$ | | | UNPACKING \$ | | |
| | M SERVICE I DESCRIPTION | | | ERS & PACK UANTITY | ING | | UNPACKING QUANTITY | | |
| DISH PACKS | DESCRIPTION | | | UARTIT I | | | | | 1 |
| CARTONS | Less Than 3 cft. | | | | | | | | 7 |
| CARTONS | 3 cft. 4.5 | | | | **** | | | | Íıấ≥≯ |
| CARTONS | 6 | | | | | | | | 265 |
| CARTONS | 6.5 | | | | | | | | AL CONTAINERS AND PACKING ND UNPACKING |
| CRIB MATTRES | | | | | | | | | TAL CONTAINER AND PACKING AND UNPACKING |
| | N., TWIN/TWIN LONG | | | | | | | | |
| | N., DOUBLE (NOT EXC | | | | | | | | ្ស្រី រូវ |
| HEAVY DUTY | N., KING/QU. (EXCEED) | NG 54" X 75") | | | | | *************************************** | | ∀ " |
| OTHER | | | | | | | | |] |
| | | TOTAL CONT | AINERS & PACKI | NG \$ | | TOTAL U | NPACKING \$ | | |
| COSTOMER'S CHORKS - The C that are included of Full (Replacer for protection of yo 1) repair the article | ost Estimate that you not in your shipment. If yo nent) Value Protection so our goods. If any article is to the extent necessary | eceive from your move u wish to waive the Fu shown below. Full (Rej s lost, destroyed or dam to restore it to the same | LECT ONE OF THES S OR DAMAGE TO Y RIFF LEVEL OF CARRIE I MUST INCLUDE Full (Replacement) Level of placement) Value Protectic taged while in your mover's condition as when it was re d and quality or pay you for | lacement) Va protection yo on is the most custody, your eceived by you | lue Protection for the u must complete the comprehensive plan mover will, at its option r mover, or pay you for | articles Tei WAIVER available on, either Max | rms & Conditions for Paymer Charges (1) to be paid Cash, Cas imum amount to be paid at time delivery of an estima ANCE DUE (30 Working Days, Cre | Prepaid C.O.O.D. tified Check or Money Order of delivery to obtain ted C.O.D. shipment dil Extended If Requested | |
| of such repairs, or 2) replace the article with an article of like kind and quality, or pay you for the or (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the goods will be deemed to be equal to \$6.00 mithiplied by the weight (in pounds) of the shipment, subject ment of \$6.000. Under this option the cost of your move will be composed of a base rate plus an addi- this full value cargo liability, prefection for your shipment. If you wish to declare a higher value for | | | | rior to the tim , <u>subject to a r</u> an added cost <u>alue</u> for your | e of shipment, the <u>valu</u> ninimum valuation for reflecting the cost of i shipment than these | e of your the ship- providing e default | Prepaym BALANC | E DUE | |
| The Total VALUE of my shipment is: \$ (to be provided by the Costomer) Obliger Estimate of the COST of your move at Full (Replacement) Value Protection: \$ (to be provided by Carrier) The Total VALUE of my shipment is: \$ (to be provided by the Costomer) Obliger Estimate of the COST of your move at Full (Replacement) Value Protection: \$ (to be provided by Carrier) The Total VALUE of my shipment is: \$ (to be provided by Carrier) Obliger Estimate of the COST of your move at Full (Replacement) Value Protection: \$ (to be provided by Carrier) | | | | | | | | | |
| Deductibles - You may do not make a selection | valen select one of the follow | ring deductible amounts und BLL value protection that is inc | er the Full (Replacement) Value le loded in your cost estimate will appl | wel of flability th | at will apply for your strips | | | | |
| Dollar Estimate of the | cost of your move with \$ | | Deductible: \$ | | (To be provided | ., | D FOR STORAGE (WAREH | DUSE) CONS | SIGNEE |
| estimate of ch | arges and declared : | a higher Total Value | the Full (Replacement of my shipment (if app brochure explaining the | propnate); | and 2) received a | d in the BY N | Declaratio | on of Article(| s) |
| Customer's Signature X Date OR OR of Extraordinary (Unusual) Val | | | | | | | | | |
| OZIONEE THIS PART ONLY if you wish to Wainer the Full (Replacement) Lature for each pound for each pound for such that is a sometiment of some the page of the such that is provided at the cost of th | | | | | ticle" that are includ this inventory to the e mover's liability for \$100 per pound w uch lost or damage | | | | |
| your shipment and I wish to Release | instead select the LOWER My Shipment to a MAX | Released Value of 60 Cer Limum Value of 60 Cer | ts Per Pound Per Article; to do ts per Pound per Article | so you must i | nitial and sign on the lin (Customer's Initia | es below- vali ls) arti | cle(s) (based on actual artic ue of the entire shipment, ur cles for which a claim for ached inventory. | iless I have specif | ically identified su |
| l acknowledge that of charges; and : Customer's Sic | received a copy of th | i ij waived the Full (Re ne "Your Rights and Re | eplacement) Level of protect sponsibilities When You Ma | ove" brochure Date | e explaining these prov | isions. | STOMER'S SIGNATURE | | DATE |
| | VIING • 800-999-6 | 690 • www.milburr | printing.com | | OT NEGOTIA | | | FC | RM # 862R/Rev. 4/ |

CONTRACT TERMS AND CONDITIONS

Except when transportation is performed under the provisions of Item 1 (b) of tariff, the following Contract Terms and Conditions apply to all transportation performed by carrier in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the location(s) specified by the carrier.

This contract is subject to all the rules, regulations, rates and charges in carrier's currently effective applicable tariffs including, but not limited to, the following terms and conditions:

SECTION 1: The carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage or delay caused by or resulting:

- (a) From an act, omission or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) sefzure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade.
- (d) From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term "terrorist activity" means any such activity which is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained; (3) as assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or (5) a threat, attempt or conspiracy to do any of the foregoing.
- (e) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
- (f) From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's or the party's in possession liability: The carrier's or the party's in possession maximum liability shall be either:

- (1) The lump sum value declared by shipper, which may not be less than \$6,000 or \$6.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater, or
- (2) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has waived lump sum value liability and released the shipment to the carrier, in writing, with liability limited to sixty (60) cents per pound per article.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3.

- (a) The shipper, upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) The shipper shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consigner. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA DOCKET NO. 2014-289-T

| In Re: |) |
|---|--|
| Application of Plantation Moving & Storage, Inc. for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier | CERTIFICATE OF SERVICE CERTIFICATE OF SERVICE |
| |) |

This is to certify that I, Toni C. Hawkins, a Paralegal with the law firm of Robinson, McFadden & Moore, P.C., have this day caused to be served upon the person(s) named below **Plantation Moving & Storage, Inc.'s proposed South Carolina Household Goods Tariff and sample Bill of Lading** in the foregoing matter by placing a copy of same in the United States Mail, postage prepaid, in an envelope addressed as follows:

Andrew M. Bateman, Esquire Jeffrey M. Nelson, Esquire Office of Regulatory Staff 1401 Main Street, Suite 900 Columbia, South Carolina 29202

Dated at Columbia, South Carolina this 20th day of August, 2014.

Toni C. Hawkins

Dani C. Hawkins